



All India Council for Technical Education
(A Statutory body under Ministry of HRD, Govt. of India)
7th Floor, Chandralok Building, Janpath, New Delhi- 110 001
Phone: 23724151-57 FAX: 011-23724183
Website: www.aicte-india.org

**Tender Document
For**

Conducting online Common Management Admission Test 2012 (CMAT-2012)

| | |
|---|---|
| Tender Reference Number | 27/AICTE/UB/CMAT-Cell/2011 (01) |
| Date of Issue of Final Tender Document after Pre-Bid meeting | 30 th September, 2011 |
| Tender Reference Number of first issue | RIFD/09(03)/2011 |
| Date of first Issue of tender document | 19 th September, 2011 |
| Pre-Bid Meeting | 26 th September, 2011 |
| Closing time and date of submission of tenders | 1400 hrs on 20th October, 2011 |
| Date of conducting the CMAT | 20th to 28th February, 2012 |
| Name & Address of Tenderer | Member Secretary, AICTE, 7 th floor, Chandralok Building, Janpath, New Delhi, 110001 |
| Tender Document Fees | Rs. 5000/- (to be submitted at the time of submission of the tender in the form of Demand Draft drawn in favor Member Secretary, AICTE New Delhi payable at New Delhi) |

All India Council for Technical Education, New Delhi

(Tender Reference No: 27/AICTE/UB/CMAT-Cell/2011 (01))

INVITATION FOR TENDER OFFERS

All India Council for Technical Education hereinafter referred to as the AICTE, invites from eligible reputed firms sealed tender offers in two parts (Technical Bid and Commercial Bid) placed in two separate envelopes as specified in the schedule below:

| Bid collection and submission details: | |
|---|---|
| Tender reference Number | 27/AICTE/UB/CMAT-Cell/2011 (01) |
| Pre bid meeting with the bidders | 26.09.2011 at 1530 Hrs |
| Last date and time for receipt of tender offers | 20.10.2011 at 1400 Hrs |
| Date of opening of technical bids | 20.10.2011 at 1500 Hrs |
| Offer Validity Period | Tender should remain valid for 90 days from the date of opening the tenders |
| Earnest Money Deposit | Rs 5,00,000/- (Rupees Five Lakhs only) by Demand Draft in favor of ‘Member Secretary, AICTE, New Delhi,’ payable at New Delhi valid for 150 days. |
| Address for communication | Member Secretary, AICTE, 7 th floor, Chandralok Building, Janpath, New Delhi, 110001 |
| Place where tender offers would be opened | AICTE, 7 th Floor, Chandralok Building, Janpath, New Delhi |
| Fax No. | 011-23724193 |

INTRODUCTION

1. ABOUT AICTE

The All India Council for Technical Education (AICTE), set-up in November 1945 as a national level Apex Advisory Body, is marching ahead with its mission of developing and promoting quality technical education in the country in a coordinated and integrated manner. The Council constantly endeavors to encourage a meaningful association between the technical education system and research & development activities in a concerted effort aimed at nation-building.

2. IT INITIATIVES UNDERTAKEN BY THE AICTE

- i. Technical education at all levels in the country is witnessing a consistent growth pattern marked by the setting up of new Institutions and improvement of the existing ones in line with the quality assurance norms. The Council believes in providing the proper impetus to Institutions in generating competent engineers, technologists and scientists and encouraging them to think beyond the curriculum while imparting training for the advancement of knowledge.

- ii. Having a larger public interface, e-Governance has been made an essential part of the management system in AICTE. The e-governance system has resulted in greater transparency and accountability in the working of AICTE. The emphasis on e-governance not only ensures transparency while implementing a tech-savvy approach but also enables faster processing and clearly defining the basic infrastructural norms to be met by Institutions. These are just a few pointers towards AICTE's efforts at fostering quality in technical education system which is at par with the best Institutions in the world.

3. ESTABLISHMENT

- i. AICTE functions through its head office located at 7th Floor, Chandralok Building, Janpath, New Delhi, another office at NBCC complex, Lodhi Road, Eight Regional offices and two camp offices across the country. The details of locations of different AICTE offices are given below:
- ii. AICTE has implemented e-Governance project for processing applications for starting of new institutes and extension of approval to existing institutions through AICTE web site at www.aicte-india.org
- iii. AICTE data centre consisting of six servers and other infrastructure is located in the office at NBCC complex. AICTE head office and office at NBCC complex are provided with 12 mbps leased line and all the regional offices are connected with 4 mbps dedicated leased line.

4. EXISTING INFRASTRUCTURE

| Item | Description | Numbers |
|--------------------|---|---------|
| Database Server | 2 x 4c 2.0GHz, 32GB RAM, 4x300GB HDD, 2x146GB HDD, 1x 3Gb SAS HBA | 1 |
| Application Server | 2 x 4c 2.0GHz, 32GB RAM, 4x300GB HDD, 2x146GB HDD, 1x 3Gb SAS HBA | 1 |
| Web Server | 2 x 4c 2.0GHz, 32GB RAM, 4x300GB HDD, 2x146GB HDD, 1x 3Gb SAS HBA | 1 |
| Test Server | 2 x 4c 2.0GHz, 32GB RAM, 4x300GB HDD, 2x146GB HDD, 1x 3Gb SAS HBA | 2 |
| OBIEE Server | 2 x 4c 2.0GHz, 32GB RAM, 4x300GB HDD, 2x146GB HDD, 1x 3Gb SAS HBA | 1 |
| Storage | Dual Controller SAS storage, 9 x 450GB SAS HDD, 6 x 1TB SATA HDD | 1 |

5. AICTE OFFICES

| | Offices of AICTE | Location |
|----|-------------------------|--|
| 1 | Head Office | 7 th Floor, Chandralok Building, Janpath, New Delhi |
| 2 | Office at NBCC building | Lodhi Road, New Delhi |
| 3 | Eastern | Kolkata |
| 4 | Northern | Kanpur |
| 5 | Southern | Chennai |
| 6 | Western | Mumbai |
| 7 | Central | Bhopal |
| 8 | South Central | Hyderabad |
| 9 | South Western | Bangalore |
| 10 | North West | Chandigarh |
| 11 | Guwahati Camp office | Guwahati |
| 12 | Gurgaon Camp office | Gurgaon |

A) SCOPE OF PROJECT (SOP)

1. OVERVIEW

1.1 Background

All India Council for Technical Education (AICTE) will organize/conduct the Common Management Admissions Test (CMAT) for selecting suitable students for pursuing post-graduate programmes in management. The test typically will last for about 3 hours and will contain multiple choice questions. CMAT-2012 will be conducted from 20th Feb to 28th Feb 2012, and is expected to be administered to about 250,000 candidates all over India through test centres covering maximum number of cities as required.

1.2 Objective

AICTE wishes to organize/conduct CMAT an online computer based test free from a paper-and-pencil test in the year 2012. One of our interests would be to explore how service providers can facilitate taking this exam to a global level. AICTE invites responses to its "Request for Technical and Financial Proposals" from the tenderer / service providers. The proposal for Conducting online CMAT-2012 should include methodology and procedures to be adopted at all stages including test announcement, registration, application processing, issuing admit cards, question bank development, test construction, test delivery, score processing, and result declaration.

1.3 Expected Schedule

| Bid collection and submission details: | |
|---|--|
| Tender reference Number | 27/AICTE/UB/CMAT-Cell/2011 (01) |
| Last date and time for receipt of tender offers | 20.10.2011 at 1400 Hrs. |
| Date of opening of technical bids | 20.10.2011 at 1500 Hrs. |
| Preparation & conduct of online CMAT-2012 | 20.02.2012 to 28.02.2012. |

1.4 Contours of the Award

If and when award is made, AICTE may enter into a contract for one year. AICTE reserves the right to make more than one award, partial awards, or no awards.

1.5 AICTE Liaison

Member Secretary, AICTE, New Delhi.

2. CONTENTS OF PROPOSAL

2.1 Proposal Structure

The technical and financial proposals separately must contain the following items:

1. Table of contents;
2. Technical / financial proposal;
3. Duly signed and stamped documents in support of technical and financial proposal.

2.2 Technical Proposal

i. Copyright and Control

Describe how tenderer proposes to protect AICTE intellectual property rights on CMAT, its delivery process, test procedure, test format and question bank. AICTE will retain overall control over test generation, and delivery mechanism. Tenderer should propose details of operationalization of this control.

ii. Organizational Issues

Tenderer should describe clearly the organizational structure of the entity that will help AICTE construct and deliver online CMAT. If tenderer is going to work with some associates, then such relationship with the partner(s) including description of their association must be clearly explained.

iii. Operational Plan

Tenderer must explicitly state how it will approach each of the tasks, namely, test announcement, registration, application processing, dispatch of admit cards, question bank development, test construction, test delivery, score processing, and dispatch of test scores. Tenderer must describe the operational plan for computerization of CMAT, including how tenderer plans to work collaboratively with AICTE.

If tenderer plans on a consortium, their details including names, address, contact persons, and the nature of work assigned must be given. Details regarding coordination of the total work, supplying benchmarks, operational performance, targets and goals, service metrics and measures, time lines, task breakdowns and a proposed schedule of deliverables needs to be given. The opportunity for undergoing Self Trial / Sample Test run before conduct of examination should be given to the registered candidate in order to ensure that the applicants become familiar with the test pattern and process.

The tenderer should provide the detailed mechanism to provide test demo or hands on practice sessions through Trial / Sample Tests. Pilot Test as specified in the tender document before the first official on-line CMAT, is mandatory. The details for conducting Self Trial / Sample Test and Pilot Test should be furnished. Tenderer must include disaster recovery plans and point out how it will happen in the event of possible loss of link, server crash or data loss etc.

iv. Communication

Tenderer must Indicate how tenderer plans to schedule progress meetings and delivery of written reports to AICTE. Cite examples of how tenderer has collaborated well with others. Describe provisions for prompt and continuous communication with AICTE regarding anticipation of, and solution to the problems that may arise. Provide a chart outlining weekly, fortnightly, monthly, quarterly and half yearly milestones including reports, deliverables and meetings.

v. Staff and Management Responsibilities

Describe how your management processes will minimize operational and business risks and ensure smooth and successful conduct of online CMAT. Describe how the project will be organized and managed to ensure appropriate accountability for various aspects of the work. Provide a staffing plan that indicates the percentage of time key personnel will devote to the project. Include resumes of key personnel who will be working on the project. Indicate how regular staff training programmes are conducted in your and your associate organizations. Describe your emergency plans for uninterrupted operations across all services relevant to the smooth conduct of CMAT and consequent penalty for failure to meet the specific SLA task.

2.3 Financial Proposal

The cost quoted should cover all aspects and services to be provided by the vendor. The financial proposal should give the breakup of the cost for main items which contribute for the pricing. This should also include data housing, retrieval, back up and establishing strong links on various aspects with AICTE.

Describe financial strength and capacity of tenderer organization to undertake the project. Financial proposal should spell out with supporting data and documentation, any startup charges, a fixed price per year for question bank development and test construction; and/or a simple per candidate price for question bank development, test construction, administration and delivery of CMAT in a given year. Tenderer may keep in mind the extremely low opportunity cost of adapting utilizing the retired question banks, and lower opportunity cost of already developed question banks.

AICTE will accept pricing proposals that include volume related discounts and use of award structures based on achieving or exceeding performance goals. Describe your organization's educational initiative, if any, for developmental financial funding towards the project.

2.4 Proposal Submission

The proposal to be submitted must be signed by an authorized representative of the service provider. Proposal made on behalf of a consortium must include signed statements by an appropriate officer of each organization participating in the consortium agreeing that the proposal is binding on each of them. The participating organizations shall be jointly and severally liable for the performance of all of the consortium's obligations under this proposal. Proposals must include a statement signed by all key personnel agreeing to participate on the terms provided in the proposal.

Submit a sealed hardcopy of the Technical (in duplicate) and Financial Proposal with original signatures. Along with the original documents, include a password protected PDF read only Soft copy version of the proposal on a CD.

In order to be considered for an award, a proposal must be delivered on or before 1400 hrs on 20th October, 2011. Tenderer bears all responsibility for ensuring timely delivery of the proposal. Proposal may be delivered in person or by courier to:

Member Secretary, AICTE, 7th Floor, Chanderlok Building, Janpath, New Delhi-110001

2.5 Criteria for Evaluation of Proposals

AICTE will evaluate the proposals on a variety of criteria. Each criterion will be evaluated by CMAT Cell. The eligibility criteria for selection of vendors are given under **Instructions to Bidders**.

The technical proposal should be comprehensive and cover all aspects including work methodology right from generation of format for student data capture, till conduct of exams, publication of results, data housing providing connectivity services to AICTE and related services. The full documentation should be provided to assess the financial capability of the organization through turn over performance in the last three years etc.

3. TEST DEVELOPMENT PLANS

3.1 Introduction

Chalking out and executing a robust test development plan is very crucial for CMAT process. As AICTE understands, this will involve phases such as item/question bank development, test

development, packaging items for different tests while ensuring equivalence, and continuous improvement in test development. Tenderer should provide details on these aspects of test development.

3.2 Question Bank Development

Question Bank development would include writing, pre-testing, evaluating and operationlizing new multiple choice questions suitable for use in administration of online CMAT. This will apply to each of the four sections of CMAT, namely (i)Quantitative Techniques (QT) and Data Interpretation, (ii)Logical Reasoning, (iii)General Awareness and (iv)Language Comprehension. Tenderer will ensure that the questions are of propriety nature and have not been copied or just figuratively modified from the available ones.

Tenderer should provide substantiated information on the following:

3.2.1 Developing New Items

- i. Provide information on how tenderer will determine the numbers and types of test questions that need to be developed. This will be based on expected number of candidates taking the test in 2012, expected number of centres/cities in which tenderer proposes to conduct test all over India, and modalities of the test being held at all centres in a given session.
- ii. Describe how tenderer will identify persons to prepare test questions. Item/question writers may include outside experts and retired faculty members from leading business schools and faculty members from AICTE approved reputed Government Institutions / Government Universities.
- iii. Describe and/or demonstrate a writer-friendly template / software tenderer will develop to allow writers to generate new items in a secure format.
- iv. Provide a time line for developing new items, beginning with an analysis of the numbers and types of test questions needed and ending with the preparation of test questions for pre-testing.
- v. Provide for new question types that can provide more appropriate measurement opportunities meeting ANSI requirements.

3.2.2 Pre-testing New Items

Provide detailed plan for 10 number of Pilot test to be conducted at 10 different centres in 10 different specified cities containing multiple choice questions, minimum sample size required, and the criteria to screen out inappropriate items.

3.2.3 Database, Software, Security, and Copyright

- i. Describe how and in what formats tenderer will prepare electronic databases and make them available to AICTE.
- ii. Describe and share the process and the software that tenderer will use for item development.
- iii. Describe the security measures, firewalls, and due diligence practices tenderer

- intend to use during all phases of item bank development.
- iv. Describe the process of how tenderer will copyright each item in the name of AICTE and ensure the copyright security.

3.3 Test Development

Test development would include developing on-line test consisting of four sections. It would also include statistical analyses of item performance and monitoring procedures.

3.3.1 Procedures

- i. Identify procedures tenderer will use to deliver on-line tests that will meet psychometric specifications as per ANSI standards. Explain why tenderer has chosen a particular procedure over other approaches.
- ii. Describe how tenderer will control for item exposure and monitor item exposure rates?
- iii. If a given test is administered at all centres in a particular session (at a given point in time slot), provide information on how items will be selected from the question bank at a test delivery site.
- iv. On what basis will tenderer establish equivalence of all the tests held in different sessions and ensure they are comparable?
- v. Describe the procedure that the tenderer will use for calculating the score of a test and generating percentile. Propose maximum time to elapse between candidate testing and release of final score.
- vi. Based on experience, describe ways in which tenderer have come up with innovative test strategies. For example, how does one discriminate between good and not-so-good candidates from a pool of say 300,000 candidates? If possible, how does one ensure that the test difficulty levels are gender neutral and that they are not biased in favour of quantitatively oriented?
- vii. Describe the method that the tenderer may adopt for storage of question paper generated for each candidate and the answers given.

3.3.2 Security

Describe how tenderer will ensure security of test items throughout the test development process and identification of the candidate appearing for test.

3.4 Communication

AICTE expects communication about test development processes that include routine reports, audits, technical reports and regularly scheduled meetings about the current and future state of the CMAT.

1. Detail the nature and extent of information tenderer would report to AICTE about the quality of CMAT. Detail your plans for producing a services analysis report. Such reports may be discussed in the light of report of the external auditor of the service provider's compliance with contract specifications.
2. Detail your plans for producing and providing AICTE with incidence reports that include exceptions and large score differences.
3. Document how tenderer will ensure that AICTE have access to information about

candidate registration and test performance. Describe how this information will be captured in a standardized format. Provide an example of such a format.

4. TEST DELIVERY PLAN

4.1 Introduction

An important phase of on-line conducting of CMAT is the delivery mechanism. A secure and smooth conduct of CMAT not only helps prospective students and AICTE to create confidence on each another, it also maintains and enhances the reputation of the CMAT brand. In this context, AICTE would like tenderers to provide details on test announcement, popularization of CMAT, candidate registration, call centre operations, channel management, test centre selection & operations, score reporting, and test-taker records.

4.2 Test Announcement and Registration

- i. Describe how tenderer plans to announce test date, eligibility, and other information about CMAT before registration process begins.
- ii. Describe the registration process / progress / updates (online, mail, phone) that tenderer will provide to AICTE.
- iii. Describe what and why a particular process does tenderer proposes for processing credit card transactions?
- iv. Please describe your plans for processing payments received from students and transferring to AICTE.
- v. Describe your proposed solution for an integrated registration process that could, in principle, provide the same level of registration service and consistency over online, mail, or phone.
- vi. What kind of search capability does tenderer propose to test takers to select centres? Describe your experience with these matters.
- vii. Describe your plans, if any, for integrating tutorial/test-prep materials during the test registration process.
- viii. How, and how frequently, will the information from mail (or phone) registration be integrated with online registration system?
- ix. AICTE already has a website (<http://www.aicte-india.org>) for information dissemination and result reporting, will the tenderer use that or some other website.
- x. It would be the responsibility of the tenderer to employ a comprehensive, mega-sized server (with capacity specification) for registration, information, test delivery, result reporting, and other related activities?
- xi. In anticipation of the contract, has tenderer registered a domain name intended to give an instant recall of the on-line CMAT to an applicant? Please give details.
- xii. Tenderer will use such a domain name only if it is granted the contract and will not use or sell the domain name to any other party in case tenderer does not get the contract.
- xiii. Describe your experience in registering test takers with disabilities.

4.3 CMAT Call Centre

A Call Centre service would handle domestic and international test candidate calls, faxes, and e-mail correspondences. Test candidate calls would be in the context of registration, seat assignments, test centre conditions, test support, tutorials and preparatory materials, test policies, scores, problems with the test experience, test challenges, and reports of improprieties.

- i. Indicate the response-time that tenderer will guarantee to answer phone calls, e-mail messages, and faxes during the peak-load period.
- ii. What quality control procedures will tenderer use to ensure excellent call centre service?
- iii. Describe the way AICTE could survey callers from time to time to ensure that test takers' needs are being served and that answers provided are correct and timely.
- iv. Please outline the location of call centres.
- v. Please outline the reply-time in which test related materials will be received by requesting party.
- vi. Describe the person-in-charge for the call centres that will be responsible for the call centre activities and who will be answerable to AICTE in real time.
- vii. Describe the integration of the call centre activities with the online registration system.

4.4 Channel Management

By channel management AICTE refers to managing personnel, processes and capital resources associated with operating/accessing quality test centres including managing technology, support facilities and material services for test administrations at test centres. It would also include managing alternative testing environments, if at all proposed, including mobile test centres and paper and pencil test administration centres.

- i. Describe your organization's investment and direction in the area of providing Pan-Indian access to high-stakes on-line CMAT.
- ii. Describe your proposal for meeting the incidental requirement if any to scale-up your capacity at each location in the specified cities.
- iii. Describe your organization's strategy and commitment to expansion and innovation of centres.
- iv. Describe the number of testing sites, and the number of dedicated concurrent seats tenderer will make available, and their geographic distribution.
- v. Describe how would tenderer work with AICTE if unforeseen mismatch between demand and capacity at various locations arises?
- vi. Describe your proposal for meeting the access needs of test takers in mofussil towns and remote areas.
- vii. Please describe the possibility and extent of foreign test centers one could utilize and to provide access to CMAT globally.
- viii. What data gathering, storage, and retrieval capabilities, and analyses will tenderer use to prevent, detect, and act on impersonation and fraud during the test, and theft of AICTE intellectual property? Specifically address the use of biometrics and video

- surveillance with their quality/resolution parameters.
- ix. How tenderer proposes to report to AICTE the test fraud incidents, the status of actions taken, and resolutions?

4.5 Test Centres

- i. Describe the physical layout requirements of test centres in which tenderer proposes to conduct CMAT. Include a description of the reception area and the workstations.
- ii. Describe the extent to which physical layout is standardized across test centres.
- iii. How will tenderer ensure that test centres are in compliance with test requirements? How do tenderer ensure quality customer service, test quality, security, and procedures related to deterring, detecting and handling incidents of test fraud?
- iv. Describe your ability to integrate biometric requirements and other security technology solutions at the centres. Explain security measures embedded in the solution.
- v. Describe the nature and extent of staff training, certification, audits, and procedures tenderer will put-in at the centres.
- vi. Describe the internet connectivity, networks and servers tenderer will provide at each test centre in parametric terms and the corresponding efficiency implications.
- vii. Describe the technology solution tenderer will provide in areas where internet connectivity is not stable.
- viii. Describe how tenderer will monitor test activity at the centres. Include a description of how this activity will be recorded and the role of the test administrator. Describe how tenderer will minimize disturbances in the test area.
- ix. Describe the nature of irregularities that will be captured at the test centres. Describe the nature and extent of irregularity reports tenderer propose to provide AICTE to facilitate monitoring customer service issues as well test security and quality.
- x. Please describe examples of how tenderer have accomplished these requirements in the past.
- xi. Attention to minute details such as noiseless environments, noiseless air conditioners, and floor carpeting would be considered positively.

4.6 Score Reporting and Records

The score reporting process may include reporting scores for each component of the CMAT exam including dispatch of scores to test takers (and designated institutions), using biometric information in score reporting. AICTE will also require access to candidate records on a continuous basis. AICTE intends to use the information to have interface with various stakeholders. AICTE needs assurance that candidate data are secure and protected.

- i. Describe the quality processes tenderer will use for reporting CMAT scores.
- ii. Describe your plan for providing access to CMAT official scores online and through mail. Include security measures for safeguarding scores.
- iii. Based on your experience, describe the issues related to instant score reporting and deferred (score and percentile) reporting at a later predetermined date.
- iv. Describe how tenderer proposes to provide AICTE with access to candidate

information, their scores and test volume data? In particular, AICTE would like to have test analysis of raw scores of all four sections, percentile scores, and equivalents of quintile report generated in a single paper pencil test. Detailed analysis of candidate bio data and test performance for the top ranked 10,000 candidates may also be provided.

- v. Describe detailed processes tenderer would employ to store/archive and retrieve data, including biometrics data.
- vi. What assurances can tenderer provide to AICTE about the integrity of the database maintained for CMAT test takers?
- vii. Please describe your proposed solution for effectively matching each test taker with his or her records to ensure that all CMAT scores are appropriately matched and reported while still maintaining the confidentiality.
- viii. Describe how AICTE and the tenderer together could address challenges by the candidates and other stakeholders to test conduct, score processing and reporting.
- ix. Describe as to how issues regarding disputes related to organizing and conducting the tests, declaring the test results and queries asked under RTI will be tackled. It must be clearly understood that the final payment will be released only after all the pending issues are settled.

B) INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated below:

- i. **“Vendor or Contractor or Service Provider”** shall mean the successful bidder to whom the contract has been awarded and with whom the Tendering Authority signs the contract for rendering of goods and services.
- ii. **“Contract”** means the agreement entered into between the Tendering Authority and the Vendor, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- iii. **“Bidder”** means any firm(s) or a consortium (NOT having more than three associates) having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the tender. The word “Bidder” when used in the pre award period shall be synonymous with “Vendor” which shall be used after award of the contract.
- iv. **“The Contract Price”** means the price payable/receivable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- v. **“The Goods”** means all the material/ services, which the Vendor is required to supply/provide to the Tendering Authority under the Contract;
- vi. **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services and other obligations of the Vendor covered under the Contract;
- vii. **“Day”** means a working day.
- viii. **“Tendering Authority”** means The Member Secretary, AICTE, New Delhi.
- ix. **“Council”** means All India Council for Technical Education

- x. **“Self Trial / Sample Test”** means the practice test undertaken by the registered students through the vendors website before undertaking the online test in order to get familiar with the test pattern and process..
- xi. **“Pilot Test”** means the test conducted at specified centres in the specified cities to verify the satisfactory performance of the systems developed for conduct of online CMAT.
- xii. **“Bank Guarantee”** means the guarantee to be provided by the tenderer as given in the tender document for the specified amount.

2. ABBREVIATIONS

- i. **“AICTE”** means All India Council for Technical Education
- ii. **“CMAT”** means Common Management Admission test conducted for awarding scores to be used for admission into PG management programs.
- iii. **“CMATC”** means Common Management Admission test Cell i.e. a cell created under AICTE for conduct of CMAT examination.
- iv. **“PSU”** means Public Sector Undertaking
- v. **“PSE”** means Public Sector Enterprise
- vi. **“QT”** means Quantitative Techniques
- vii. **“RTI”** means Information asked by Indian citizen under the provision of RTI Act, 2005.

3. LOCATION FOR SUPPLY OF GOODS AND SERVICES AND INSTALLATION

The CMAT will be conducted at different locations indentified by the service provider spread all over India accommodating all the prospective applicants.

4. TECHNICAL SPECIFICATIONS

The technical specifications required for the turn key project of registration of candidates till the conduct of examination and provision of results with statistical analysis are given in subsequent points:

- i. Notification for conducting CMAT exam will be issued on AICTE website and a link will be created for connecting with a separate domain created by the vendor specifically for CMAT examination.
- ii. The tenderer should provide a road map of all required activities and show the time lines for implementing the same and indicate what steps will be taken to ensure compliance of these time schedules.
- iii. The format for registration of students will be designed by the service provider and will be finalized in consultation with AICTE.
- iv. The format should be put on an appropriate site by the service provider and made accessible to all prospective candidates including candidates outside the country.
- v. The Admit card should be generated by the service provider and sent to all the candidates.
- vi. The centres where the online test to be carried out should be identified by the service provider.

- vii. The list of the cities and centres should be informed to AICTE. More than one centre in one city may be decided depending upon the number of candidates registered.
- viii. The service provider will be responsible for identifying the cities and centers and provision of all facilities required at the centre for conduct of online CMAT test with connectivity. While selecting the cities and centres it should be ensured that the prospective candidates in all parts of the country are covered.
- ix. It is expected that at each centre not more than three tests per day should be conducted as each test would be of three hours duration.
- x. The supervision of the online test will be the entire responsibility of the service provider. However, AICTE reserves the right to have surprise/flying checks.
- xi. The service provider has to have a panel of faculty members to generate the questions for conduct of the online tests at different centres.
- xii. The service provider is required to take prior approval from AICTE for selection of Faculty members to prepare the Question bank.
- xiii. The question papers shall be of the same difficulty level at all times of conduct of examination at all centres.
- xiv. The question paper should consist of 100 questions of three hours duration covering the four subjects, namely (i) QT and Data Interpretation; (ii) Logical Reasoning; (iii) General Awareness; and (iv) Language comprehension.
- xv. The service provider has a sole responsibility of developing the questions and administering the same to the students at each centre. One set of questions administered to one batch of students will not be repeated.
- xvi. The service provider will be responsible for prevention of unfair practices at each centre. Unfair practices if any should be brought to the notice of AICTE.
- xvii. However, conduct of re-exam/remedial action on account of unfair practice at the centre or due to any technical shortcoming of the online system will be the sole responsibility of the vendor.
- xviii. Leakage of question paper at any level will be considered a failure to perform on the part of the service provider. The service provider will be responsible for confidentiality which is of the prime essence for an examination to enable fair selection of candidates.
- xix. The service provider has to have a data centre fully equipped to handle the volume of information and data. Additional facilities need to be created to supplement in case the present requirements are not adequate. The details regarding the data centre and additional facilities created / to be created should be clearly mentioned in the Technical bid.
- xx. There should be help desk / call centre support available / accessible 24x7 to the candidates to enable them to get all necessary information / clarifications regarding the CMAT exam. Problems if any faced by the candidates should be addressed within 24 hours.
- xxi. There should be sufficient redundancy built in the system by the service provider so that at each stage the process of conducting and provision of results of the candidates is not held up for any reason. The service provider should give full details regarding the plans for the same including the location where the backup data will be located
- xxii. Fortnightly, reports should be sent to AICTE in the prescribed format on the progress made regarding the various matters involved from registration etc. till the completion of the process. However, daily reports will be sent during the conduct of examination in the prescribed format.

- xxiii. The connectivity required, if any, with AICTE for the various aspects for implementation of this project should be clearly spelt out. Any additional facilities that need to be created at AICTE must be clearly mentioned.
- xxiv. The statistical data to be generated about the candidates regarding categories, gender, performance, region etc. are to be built in by the service provider in the registration format. Full details and formats about the data in an MIS form that could be generated for the benefit of AICTE should be given.
- xxv. The results of the test should be made available to AICTE within seven (7) days of last date of conducting the test which will be put on its web-site. It will be the responsibility of the service providers to inform the results to the candidates in the format agreed by AICTE.
- xxvi. The steps taken to ensure confidentiality throughout and all stages should be clearly spelt out by the service provider.
- xxvii. Provision of the correct test record of the candidate will be the responsibility of the service provider.
- xxviii. The service provider should give total methodology to be adopted to cover implementation of the project from preparation of format for students till results are announced and related matters.
- xxix. Conducting minimum 10 pilot test at 10 different centres located at different cities is mandatory. The proposal should include the methodology adopted for the same.
- xxx. The students appearing for the exams should have access to go through Trial Test before taking the online test. The service provider should include such arrangement and indicate the details in the proposals.
- xxxi. Based on the number of registration, the service provider will determine the numbers and types of test questions required to be developed with adequate redundancy.
- xxxii. Details regarding data base software security and copyright need to be clearly mentioned in the proposal.
- xxxiii. The service provider will give justification for selection of the procedure to deliver online test with appropriate psychometric specifications.
- xxxiv. Plans for producing and providing AICTE with incidence reports that cover exceptions and large score differences should be given.
- xxxv. What steps will be taken by the service provider to ensure that quality service is provided by the call centre/help desk.
- xxxvi. What sorts of problems are envisaged and mitigation plans to meet the challenges in conduct of the online test to be given.
- xxxvii. What steps will be taken to ensure uninterrupted internet connectivity is available to all the students during the course of examinations.
- xxxviii. The plans the service provider has made to monitor the smooth conduct of the examinations should be spelt out.
- xxxix. The technical specifications are the minimum requirements of the purchaser. The Tenderer is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Tenderer. Similarly the warranty period is the minimum required. The Tenderer is at liberty to offer a higher warranty period and the Purchaser / Indenter reserves the right to avail of the longer warranty period offered. The dates for conduct of the online test i.e. for 20.02.2012 to 28.02.2012 are final and will not be changed.
- xl. The legal issues arising from the conduct of the online examination (CMAT) will be the responsibility of the service provider.
- xli. A candidate to whom the centre is allotted should not be changed. Where re-examinations are conducted due to unfair practices or operational shortcomings,

- AICTE should be informed regarding the number of students and centres where such examinations are conducted.
- xlii. Adequate security measures at all levels of conduct of online test will be the sole responsibility of the service provider.

5. COST OF TENDER

- i. Tender/RFP document may be down loaded from the website www.aicte-india.org. The cost of the tender document is Rs. 5000/- which is to be submitted along with the tender in the form of Demand Draft in favor of Member Secretary, AICTE, New Delhi payable at New Delhi.
- ii. It may be noted that Council will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

6. NON TRANSFERABLE TENDER

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Council.

7. ELGIBILITY CRITERIA

- i. The vendor may be a Government Organization / PSU / PSE / Societies / Associations / partnership firm or a limited Company registered under Indian Laws.
- ii. The vendor should have a minimum annual turnover of at least Rs. 100 Crores in each year for last three years operations. The balance sheet for the last three years should be submitted (2008-09, 2009-10, 2010-11).
- iii. Vendor should be a profit making company or surplus generating Society / Association /organization for last three years.
- iv. An affidavit to the effect that the firm or any of its Partner, Director, Board Member of the firm has not been black listed by any Government / Government Agencies
- v. Two years experience in conduct of computerized / online entrance –test / professional test construction and delivery for professional bodies / academic institutions / organizations (across the nation). Documentary proof regarding the examination conducted during last two years to be submitted.
- vi. Administered computerized entrance tests / professional test for at least 100,000 students annually on a continued basis nationally and/or internationally in at least 20 centers across the country.
- vii. Key personnel with professional degrees and demonstrated experience as psychometricians either on their payroll or as associates. List of the personnel employed should be provided, particularly those who are going to be associated with the project.
- viii. Demonstrated ability to construct large question banks for professional level entrance examinations.
- ix. The Company should have ISO 27001 (Information Security Management system standards) certification.

- x. All infrastructure and test centres must be Third party certified to be of the desired security and performance standards and comply with the requirement of ANSI standards.
- xi. ANSI accreditation standards will be preferred for psychometric requirements.
- xii. The service provider who can give the maximum number of centres covering the large part of the country will be given preference.

8. OFFER VALIDITY PERIOD

Validity of the Tender is **90 days** from the date of opening of the tender.

9. COMPLETENESS OF TENDER OFFER

The Tenderer is expected to examine all instructions, forms, terms, conditions, and specifications in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Performa in the tender are not fully furnished.

10. TWO BID SYSTEM TENDER

- i. The offer shall be in two separate parts containing Technical and Commercial offers placed in two separate sealed envelopes. The Technical and Commercial offers separately should be enclosed together in a large envelope sealed and super scribed with the Tender Reference Number, Name and address of the Tenderer. Revealing financial offer in the technical bid shall disqualify the tender.
- ii. All pages in technical and commercial bid shall be stamped with the official company seal and duly signed by the authorized signatory.
- iii. The bidders should use the formats prescribed by the Council for submitting both technical and commercial bids.
- iv. Both inside envelopes should be separately sealed and stamped. The sealed envelopes must be super-scribed with the following information:
 - Type of offer (Technical or Commercial):
 - Tender Reference Number:
 - Name and address of Tenderer:
 - Date and time of submission of Tender Offer and Time:

11. ENVELOP-I (TECHNICAL OFFER)

- i. Technical Offer as per **Annexure –A**.
- ii. The technical offer shall be submitted in Duplicate in the same sealed envelope marked as “**Technical offer**”.
- iii. The Technical offer should include all items asked for.

- iv. The Technical bid should be complete in all respects with all the columns filled in including “Remarks / Deviations”.
- v. The Technical offer should be complete to indicate that all products and services asked for are quoted and should give all required information including technical brochure, manuals, technical specifications, data sheet of the quoted products in an organized and neat manner. All supporting documents including brochures should be put together suitably bound (Submit hard copy and soft copy in CD).
- vi. The technical bid should not contain any price information.
- vii. The technical specifications are the minimum qualifying requirements of the AICTE. The Tenderer is at liberty to indicate higher specifications than the minimum level. The AICTE reserves the right to place order at the higher specifications offered by the Tenderer.
- viii. Filling up of the Technical Detail Form using terms such as “ok”, “acceptable”, “noted”, “as given in brochure / manual” is not acceptable. The AICTE may treat offers not adhering to these guidelines as unacceptable.
- ix. One tender should contain only one product option.
- x. Any additional accessories, services for Hardware and Software which can be supplied should be included separately indicating their need/use. Those additional accessories, services which are essential for basic functional use of the equipment in the overall system should be marked as essential and others as optional.

12. EARNEST MONEY DEPOSIT

- i. Subject to compliance of Response Submission Process the intending bidders should pay along with bids an Earnest Money Deposit of **Rs 5, 00,000/- (Rupees Five Lakh only)**. The EMD shall be paid by Demand Draft in favor of ‘Member Secretary, AICTE, New Delhi’, payable at New Delhi. The EMD will not carry any interest. The validity of the EMD shall be 150 days from the date of opening the tender.
- ii. The EMD made by the bidder will be forfeited if:
 - The bidder withdraws his tender before processing of the same.
 - The bidder withdraws his tender after processing but before acceptance of “Letter of Intent” issued by Council.
 - The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
 - The bidder violates any of the provisions of the terms and conditions of this tender specification.
- iii. The EMD will be refunded to:
 - The successful bidder, 3 months after successful installation, commissioning and testing of Goods and services subject to furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value.
 - The EMD will be returned to the unsuccessful bidders after receiving the Bank Guarantee from the selected bidder.

13. ENVELOP-II (COMMERCIAL OFFER)

- i. Commercial Offer as per **Annexure –B**.
- ii. It should give all relevant price information and should not contradict the Technical Offer in any manner.
- iii. The prices quoted in the commercial bid should be without any conditions.
- iv. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the tender either with the technical or commercial bids submitted.
- v. The price schedule must be filled in completely, without any error, erasures or alterations.
- vi. Tenderer should quote only all-inclusive Price inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Warranty, taxes and duties etc except Octroi.
- vii. All taxes payable should be clearly indicated in the Tender document.
- viii. The commercial offer shall be on a fixed price basis, inclusive of all taxes, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- ix. Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc will be treated as being at variance and shall be liable for rejection.
- x. The envelop consisting of Commercial Offer shall be marked as **“Commercial Offer”**
- xi. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in **Indian Rupees**, and must clearly state all applicable taxes which must be included in quoted price.
- xii. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s cost proposal will be considered as valid ground for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.
- xiii. Tenderer should indicate separately the cost of additional accessories, services of essential and optional nature.
- xiv. The commercial offer should include cost of upgradation of system and application software for total duration of contract.
- xv. The commercial offer should include incidental charges and customization charges if any.

14. AUTHORISED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Council, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the Council. The bidder shall furnish proof of signature identification for above purposes as required by the Council.

15. ONLY ONE SUBMISSION PERMITTED

Only one submission of response to tender by each Vendor will be permitted. In case of partnerships / consortium, only one submission is permitted through the lead vendor / consultant. All submissions, including any Banking documents, will become the property of Council. Recipients shall be deemed to license, and grant all rights to, Council to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

16. SUBMISSION OF TENDER OFFER

- i. Sealed tender offers shall be received by the “Member Secretary, AICTE, New Delhi” at the address specified above not later than the time and date specified in the invitation of Tender offer. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- ii. Tender Offer submitted without Application Fee, and Earnest Money will not be considered for evaluation.
- iii. Tender submitted by fax or email will not be considered.
- iv. Tender Offer received late will be rejected and / or returned unopened to the Tenderer.

17. OPENING OF TENDER OFFER

- i. Tender offers received within the prescribed closing date and time will be opened on the specified date and time as mentioned earlier in the tender document.
- ii. The bidder’s representatives will be invited to be present during opening of financial bids. The financial bids of only those bidders who fulfill the eligibility criteria will be opened.
- iii. The bidder’s representatives present shall sign an attendance sheet and they should be authorized by their respective companies to do so.
- iv. **A copy of the authorization letter should be brought for verification.**

18. PRELIMINARY SCRUTINY

- i. Prior to the detailed evaluation, the CMAT Cell will determine the substantial responsiveness of each offer to the tender document. For purpose to these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Tender Document without material deviations. The CMAT Cell’s determination of an offer’s responsiveness is to be based on the contents of the Tender Offer itself without recourse to extrinsic evidence.
- ii. The CMAT Cell will scrutinize the offer to determine whether the offer is complete, whether required technical documentation have been furnished, whether the documents have been properly signed, and whether the offer is in order.
- iii. A tender offer determined as not substantially responsive will be rejected by the CMAT Cell and the commercial bid for such Tenderer will not be opened.

- iv. The CMAT Cell may waive any minor infirmity or irregularity in a Tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the CMAT Cell reserves the right of such waivers.

19. CLARIFICATION OF OFFER

To assist in the scrutiny, evaluation and comparison of offer, the CMAT Cell may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the CMAT Cell, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarification must be sent to the CMAT Cell by means of courier / in person.

20. LISTING OF TENDERERS

- The CMAT Cell will list technically qualifying Tenderers and commercial offers of only these Tenderers will be opened.

21. COMPLETION OF COMPLIANCE OF TENDER CONDITIONS AND STIPULATIONS AND PRICE COMPARISON

- i. The CMAT Cell will evaluate the commercial offers of eligible Tenderers qualified on technical offer and determined to be substantially responsive.
- ii. After opening of the commercial offers if there is a discrepancy between words and figures, the amount indicated in words will prevail.

22. AWARD CRITERIA

Contract will be awarded to the Tenderer based on combined evaluation of technical and commercial offers. Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, AICTE reserves the right to take appropriate decisions in such case and shall not be binding on the AICTE to award the contract.

23. RIGHT TO ALTER ITEMS

- i. The CMAT Cell reserves the right to delete items from the schedule of requirements specified in the tender. The CMAT Cell also reserves the right to alter the quantity.
- ii. The CMAT Cell reserves the right to vary specifications.

24. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

- i. AICTE shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- ii. AICTE reserves the right to make any changes in the terms and conditions of the tender.
- iii. AICTE will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

25. CORRUPT AND FRAULENT PRACTICES

The AICTE will reject a proposal for award if it determines that Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

26. SIGNING OF CONTRACT AGREEMENT

Within seven days of receipt of Letter of Intent the successful tenderer shall submit performance guarantee for the amount specified. The Contract will be signed only after receipt of the performance guarantee.

C) TERMS AND CONDITIONS OF CONTRACT

1. PAYMENT TERMS

| Bench Marks | Amount | Targets/Conditions |
|--|-----------------------|--|
| Mobilization advance | 10% of contract value | On receipt of bank guarantee |
| Registration of 50000 candidates and receiving fee | 10% of contract value | On receipt of information/confirmation |
| Development of question bank | 10% of contract value | On receipt of information/confirmation |
| Award of contract to agencies for conducting test at specified centres and satisfactory completion of pilot test | 15% of contract value | On receipt of information/confirmation |
| Completion of exams, publication & results and provision of all related services | 50% of contract value | On completion of task as ascertained by AICTE subject to clearance of all matter related to task |
| Clearing all pending issues including RTI, re-valuation, legal issues, if any, etc. | 5% of contract value | On certification by CMATC |

Bills should be raised in the name of the Member Secretary, AICTE

2. LIQUIDATED DAMAGES

For any delay in Installation and Commissioning or during the process of conducting the online examination, the AICTE will charge penalty as under:

0.5% of the contract value/day or part thereof subject to maximum of 10%.

3. PENALTY

For every re-examination to be conducted at any centre due to unfair practices / operational shortcomings an amount of (50% of the fees submitted by the number of candidates appearing for the examination) will be deducted from the payments due to the service provider. The Cost of re-examination at each centre will be borne by the service provider.

4. PERFORMANCE GUARANTEE

Performance Bank Guarantee of 10 % of the contract value valid for one year shall be submitted within 7 days from acceptance of the purchase order.

5. COPYRIGHT AND CONTROL

AICTE will retain overall control and copyright over question bank, item generation, other related, test generation, delivery mechanism. Candidate information, their score test volume and other related information.

6. EXECUTION OF SLA / NDA

The vender should execute:

- i. A Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed herein and as maybe prescribed by the Council and
- ii. Non-disclosure Agreement. The vendor should execute the SLA and NDA before signing the agreement.

7. OPERATIONAL TRAINING

- i. A comprehensive Training Plan is to be submitted along with the Technical Proposal.
- ii. Bid price shall include training on the system for the AICTE staff who will be the end users of the system.
- iii. The training will be as per the satisfaction of the client / end user.

8. CANCELLATION OF CONTRACT AND COMPENSATION

- i. The Council reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the Council on the following circumstances:
- ii. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii. The bidder goes into liquidation voluntarily or otherwise.
- iv. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- vi. After the award of the contract, if the selected bidder does not perform satisfactorily or delays in execution of the contract, the Council reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Council may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vii. The Council reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- viii. The AICTE shall be entitled and it shall be lawful on his part to forfeit the amount of Performance Bank Guarantee in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract under reference in all respects satisfaction of the AICTE. The AICTE shall be entitled to deduct from the amount of Performance Bank Guarantee any

loss or damage which the AICTE may suffer or be put by any reason of or due to any act or other default recoverable by the AICTE from the contract. The losses recoverable by the AICTE from the Performance Bank Guarantee shall include all losses incurred by the AICTE during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.

- ix. The Performance Bank Guarantee will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfillment of warranty obligations for the complete terms of the contract.

9. ASSIGNMENT

Neither the contract nor any rights granted under the contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Council.

10. SUBCONTRACTING

The selected tenderer/vendor shall not subcontract or permit anyone other than its authorized personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the Council.

11. APPLICABLE LAW AND JURISDICTION OF COURT

The Contract with the selected bidder shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

12. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Council until execution of a contractual agreement.

13. DISQUALIFICATION

Any non confirmation to above tender details can be treated disqualification. Any form of canvassing / lobbying / influence / query regarding short listing, status etc will be a disqualification.

14. ANNEXURES TO THE TENDERS

The tender comprises of following schedules / Annexure:

| | |
|------------|--|
| Annexure-A | Tender Offer Form |
| Annexure-B | Price Schedule |
| Annexure-C | Self-Declaration (Notarized Affidavit) |
| Annexure-D | Details of Bidder |
| Annexure-E | Details of Manpower Exclusively Associated With This Project |
| Annexure-F | Performance Statement |
| Annexure-G | Contract Agreement Form |
| Annexure-H | Performance Security Form |
| Annexure-I | EMD |
| Annexure-J | COD |
| Annexure-K | SLA |
| Annexure-L | NDA |
| Annexure-M | Checklist |

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|--|
| ANNEXURE-A |
| TENDER OFFER FORM (TOF) |
| Date: _____ |
| Tender Reference No.: |
| To |
| The Member Secretary, |
| Member Secretary, AICTE, 7 th floor, Chandralok Bulding, Janpath, New Delhi, 110001 |
| SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR CMAT |
| Gentlemen: |
| Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as Vendor as mentioned in the Scope of the work as required by AICTE in conformity with the said tender documents. |
| I/We declare that we are an established service Provider in the area of IT service Provider under _____ the _____ name _____ and _____ style of..... ... |
| We declare that we are equipped with adequate machinery/technology for providing the services as per the parameters laid down in the Tender Document and we are prepared for live demonstration of our capability and preparedness before the representatives of the AICTE office. |
| I/ We undertake that the Prices are in conformity with the specifications prescribed. The quote is inclusive of all costs likely to be incurred for executing this work. |
| I/ we undertake, in the event of acceptance of our bid, the services shall be provided as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services. |
| If our Bid is accepted we shall submit the performance guarantee of bank as specified in the Tender document for the due performance of the Contract during the Contract period at the time of signing of Agreement in the Form prescribed by the Tendering Authority. |
| I / We agree to abide by this Bid for the period of 90 days after the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. |
| Until a formal contract is prepared and executed, this Bid offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. |
| We understand that you are not bound to accept the lowest or any offer you may receive. |
| We agree to the terms and conditions mentioned in the Tender Document. |
| Dated _____ this _____ day _____ of _____ Signature: _____ |
| (In the Capacity of :) _____ |
| Duly authorized to sign the tender offer for and on behalf of----- |
| Encl.: - (A) Envelope-1 |
| 1. Index |

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|---|
| 2. Tender offer form duly filled in, stamped and signed. |
| 3. Bidders Authorization Certificate. |
| 4. Self Declaration for unblemished record |
| 5. Details of Bidder |
| 6. Performance statement along with necessary Documents |
| 7. Earnest Money Deposit |
| 8. VAT Registration Certificate along with VAT Clearance Certificate or VAT payment Challan from concerned Government Department as on 1 st April, 2011. |
| 9. Tender Document duly signed. |
| 10. Copies of Certificate of incorporation of the firm / Society / Association (e.g. Registration as Partnership Firm, Proprietary concern, Company, Society, Association etc.) |
| 11. Copy of the Factory Registration Certificate, if applicable |
| 12. Copy of the PAN Card |
| 13. An affidavit to the effect that the firm or any of its Partner, Director, Board Member of the firm has not been black listed by any Government / Government Agencies |
| 14. Five year experience in computerized/online entrance test / professional test construction and delivery for academic institutions (across the nation). Documentary proof regarding the examination conducted during last five years to be submitted. |
| 15. Administered computerized entrance tests / professional test at least 100,000 students annually on a continued basis nationally and/or internationally at least 20 centers across the country. Documentary proof for execution of the same to be submitted. |
| 16. Proof in support of having experience of minimum of 5 years of existence in the field of Software Development and IT related activities as on date of submission of Centre. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted. |
| 17. Proof in support of experience in development of software and providing IT related services to the Government / Public Sector Organizations / Undertaking / Corporations, Banks, Universities / State level Board. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted |
| 18. Proof in support of minimum 3 clients (present and / or past) who are Public Sector Organizations / Corporations with total order volume of Rs 2cr for last 2 years out of which one assignment should have successfully executed with order value of minimum Rs 1cr. from single Public Sector Client. Work-orders along with Completion Certificates / Client's Testimonial given by concerned organisations or whom work is done should be submitted |
| 19. Proof in support of proven track record of having successfully provided on-going training, maintenance of and handholding support for its developed applications. |
| 20. Proof in support of prominent presence at major cities across country. |
| 21. Technical proposal. |
| 22. Hardware resources proposed for deployment. |
| 23. Problem Escalation Mechanism with name, designation and contact details at each level up to the level of CEO |

| |
|--|
| 24. Proposed Quality Plan. |
| 25. Proposed Software Change Management Methodology. |
| 26. Proposed Methodology to complete this project. |
| 27. Details regarding proposed infrastructure for desired services. |
| 28. Details regarding miscellaneous / Add-on technical services. |
| 29. Copies of its audited financial statements for past three years (i.e. 2010-11, 2009-10, 2008-09). Balance Sheets |
| (B) Envelope-2 |
| 1. Price Schedule, as given at Annexure B duly stamped and signed |

| |
|---|
| ANNEXURE-B |
| PRICE SCHEDULE (PS) |
| Tender Reference: |
| Last date and time for submission of Tender : |
| The Member Secretary, |
| AICTE, |
| 7 th Floor, Chandralok Building, |
| Janpath, New Delhi |
| 110001. |
| SUBJECT: TENDER DOCUMENT FOR PARTICIPATION IN THE TENDER PROCESS FOR CMAT |
| That we are sole owner/authorized agents/ of |
| |
| |
| That we/the undersigned agency is equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of AICTE |
| We hereby offer to provide Services at the prices and rates mentioned in the financial bid (as per financial template). |
| We do hereby undertake, that, |
| In the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform the entire incidental services. |
| The prices quoted are inclusive of all charges inclusive of traveling, hardware/software/ manpower etc. for providing the desired services. |
| We agree to abide by our offer a period of 90 days from the date fixed for opening of the tenders and what we shall remain bound by a communication within that time. |
| We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and condition. |
| We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us. |

ANNEXURE- B (Continued)

Financial Bid

| Candidates Strength Range | Per Candidate (Rs. in figures) | Per Candidate (Rs. in words) | Total Amount (Value in Rs.) |
|---|--------------------------------|------------------------------|-----------------------------|
| Upto 2,50,000 | | | |
| 2,50,001 to 3,00,000 | | | |
| 3,00,001 to 4,00,000 | | | |
| Above 4,00,000 | | | |
| Note: | | | |
| 1. The rate shall be inclusive of all duties and taxes. Taxes should be indicated separately. The rates payable shall be as per the candidates' strength range. For instance: for 2, 75000 shall be the rates applicable shall be as those quoted for 250000 to 300000. | | | |
| 2. The above cost covers for all the services to be provided right from registration to publication of results and all related services. | | | |
| 3. All the costs should be quoted in Indian Rupees and should be fixed on lump-sum basis, no escalation of cost will be allowed under any circumstances. | | | |
| 4. AICTE shall not pay separately any specific statutory taxes / service charges to any authority. | | | |
| 5. No hidden charges will be allowed, if any. | | | |
| I/We, hereby, undertake that we shall not ask for any other charges other than the charges specified above. We also confirm that we will make our own arrangements at our own cost for traveling, boarding, lodging, communication etc. for successful implementation of the project at site. | | | |
| Dated: | | Signature: | |
| Name of Agency: | | | |
| Company Seal : | | Full Address: | |

| | |
|---|---------|
| ANNEXURE-C | |
| SELF-DECLARATION (NOTARIZED AFFIDAVIT) | |
| Ref..... | Date: - |
| To, | |
| The Member Secretary, | |
| AICTE, | |
| 7 th Floor, Chandralok Building, | |
| Janpath, New Delhi | |
| 110001. | |
| In response to the tender No.....Dated..... as a owner / partner / Director of I / We hereby declare that our Agency is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time. | |
| I/ We M/s _____ (Name of the Company) are not blacklisted in any Department of Government of India or any State Government | |
| I/We further undertake that any of our Partner / Director / Board Member of M/s _____ (Name of Vendor) having offices at _____ are also not blacklisted in any Department of Government of India or any State Government. | |
| I/We hereby declare that there are no pending cases against M/s (Name & Address of Bidder) with Department of Government of India or any State Government or any other court of law | |
| I / We hereby declare that Bidder's company or Director / Owner of the company have not been declared by any Court or Competent Authorities in solvent or involved in any fraudulent mean(Economical & Criminal) as on date of filing the tender. | |
| | |
| | |
| Name of the Bidder: - | |
| Signature: - | |
| Address of the Bidder | |
| Seal of the Organization: - | |

ANNEXURE-D**DETAILS OF BIDDER**

Please ensure that your response clearly answers all the questions. If you use additional schedules or documentation to support your response, make sure that they are clearly cross-referenced to the relevant question.

General Profile of the Company/Firm:-

| | |
|---|--|
| Name and Address of the Company / Firm With Telephone Nos., Fax, E-mail and Website | |
| Date of Incorporation | |
| Offices situated at different locations | |
| Infrastructure facilities | |
| Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted) | |
| Executive Profile | |
| Service Tax Registration Number | |
| VAT Registration Number | |
| PAN No. | |
| Premises / space available in square feet | |

Details of Manpower:-

| |
|--|
| Technical Personnel available: |
| Number of Operators: |
| Number of Supervisors: |
| Number of Managers: |
| Names of the officials identified to execute the project |
| |
| |

DETAILS OF MANPOWER EXCLUSIVELY ASSOCIATED WITH THIS PROJECT**(To be furnished on a separate sheet for each employee)****NAME OF THE FIRM:**
_____**Name of the staff and Designation:-****Date of Birth:-****Professional Qualification :-****Service in the firm from :-****Previous employment record :-**

| Sr. No | Organization | From | To | Total Salary |
|--------|--------------|------|----|--------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

Details of Key assignments handled in the past three years

| | Organization | Month & Year | Details of assignment done |
|---|--------------|--------------|----------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

Date: -----

Name of the Bidder: -

Place: -----

Signature: -

Seal of the Organisation

Note:-No change of any kind should be made in this format. In-adequate information or change in format could lead to disqualification of the bid.

PERFORMANCE STATEMENT

A) Details of Similar Works Completed during the last five years

| Sl No | Name of Work / Project location | Owner of sponsoring organization and address | Cost of work (in crores) | Date of commencement as per contract | Stipulated date of completion | Actual Date of completion | Litigation Arbitration in progress with details | Name and Address / Telephone no. of officer to whom reference may be made | Remarks |
|-------|---------------------------------|--|--------------------------|--------------------------------------|-------------------------------|---------------------------|---|---|---------|
|-------|---------------------------------|--|--------------------------|--------------------------------------|-------------------------------|---------------------------|---|---|---------|

B) Ongoing Works / Projects under execution

| Sl No | Name of Work / Project location | Owner of sponsoring organization and address | Cost of work (in crores) | Date of commencement as per contract | Stipulated date of completion | Upto date percentage progress of work | Slow progress if any and reasons thereof | Name and Address / Telephone no. of officer to whom reference may be made | Remarks |
|-------|---------------------------------|--|--------------------------|--------------------------------------|-------------------------------|---------------------------------------|--|---|---------|
|-------|---------------------------------|--|--------------------------|--------------------------------------|-------------------------------|---------------------------------------|--|---|---------|

C) Works / Projects awarded to be executed

| Sl No | Name of Work / Project location | Owner of sponsoring organization and | Cost of work (in crores) | Date of commencement as per contract | Stipulated date of completion | Upto date percentage progress of work | Slow progress if any and reasons | Name and Address / Telephone no. of | Remarks |
|-------|---------------------------------|--------------------------------------|--------------------------|--------------------------------------|-------------------------------|---------------------------------------|----------------------------------|-------------------------------------|---------|
|-------|---------------------------------|--------------------------------------|--------------------------|--------------------------------------|-------------------------------|---------------------------------------|----------------------------------|-------------------------------------|---------|

| | | | | | | | | | |
|--|-----|---------|--|--|--|--|-------------|---|--|
| | ion | address | | | | | there of | officer to whom refere nce may be made | |
|--|-----|---------|--|--|--|--|-------------|---|--|

Quality Certificates, if any:

| S.N. | Name of the Certificate | Certified By | Year of getting Certification | Whether Certificate valid as on date | is |
|------|-------------------------|--------------|-------------------------------|--------------------------------------|----|
| | | | | | |
| | | | | | |
| | | | | | |

Awards for products/Services, if any:

| S.N. | Name of the Certificate | Certified By | Year of getting Certification | Field of Award |
|------|-------------------------|--------------|-------------------------------|----------------|
| | | | | |
| | | | | |
| | | | | |

Name, address and Telephone Number [Office, Residence, Mobile] of the Contact Person to whom all References shall be made regarding this tender:

Telephone: Office - Residence –

Mobile - Fax No.: E-mail:

Place: Signature:

Date: Name:

Company Seal

Note:

1. In-adequate information could lead to disqualification of the bid.
2. All items should be supported by proper documents.

| ANNEXURE-G |
|--|
| CONTRACT AGREEMENT FORM (CF) |
| AGREEMENT MADE this _____ day _____ of Two thousand _____ Between _____ (hereinafter called "the Contractor") of the one part and the Member Secretary, AICTE of the other part. |
| WHEREAS the contractor has tendered for providing Total services to the AICTE (hereinafter called "The Tendering Authority ") for organizing /conducting online computer based test Common Management Admission Test 2012 (CMAT-2012) for selecting suitable students for pursuing post-graduate programmes in management as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of this Agreement. |
| NOW IT IS HEREBY AGREED between the parties hereto as follows: |
| The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which shall hold good during period of this agreement. |
| Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AICTE to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the AICTE. |
| Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement. |
| This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the contractor. |
| The Tendering Authority may give notices in connection with the contract. |
| In consideration of the payments to be made by the Tendering Authority to the Bidder as hereinafter mentioned the Bidder hereby covenants with the Tendering Authority to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract. |
| The Tendering Authority hereby covenants to pay the Bidder in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract. |
| If subject to circumstances beyond control (Force Majeure) the contractor fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the |

| |
|--|
| Bidder on the amount and at the risk of the Bidder without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract. |
| In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose. |
| |
| |
| CONTRACTOR |
| |
| Member Secretary, AICTE |
| Witnesses |
| 1 |
| 2 |

The following documents constitute the Contract Agreement:

- a) Contract Agreement
- b) Technical proposal
- c) Financial proposal
- d) Invitation for BID
- e) SLA
- f) NDA
- g) Schedule of activities

| |
|---|
| ANNEXURE-H |
| PERFORMANCE SECURITY FORM (PSF) |
| To: |
| (Name of Indenter) |
| |
| WHEREAS _____ (Name of Bidder) hereinafter called "the Bidder " has undertaken Contract No. _____ dated, _____ 2011 to render services hereinafter called "the Contract". |
| AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank Guarantee by a recognized bank for 10% of the contract value for compliance with the Bidder's performance obligations in accordance with the Contract. |
| AND WHEREAS we have agreed to give the Bidder a guarantee: |
| THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of _____ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein. |
| This guarantee is valid until the _____ day of _____ 20_____ |
| Signature and Seal of Guarantors |
| _____ |
| _____ |
| _____ |
| Date _____ |
| Address: _____ |

Other Annexures

Ernest Money Deposit (EMD, Annexure I) is to be submitted by the bidder.

Cost Of Document, (COD, Annexure J), is to be submitted by the bidder.

Service Level Agreement (SLA, Annexure K), to be submitted by the successful bidder shall be notified after the bidding process is completed and vendor chosen.

Non Disclosure Agreement (NDA, annexure L), to be submitted by the successful bidder shall be notified after the bidding process is completed and vendor chosen.

**ANNEXURE-M
Checklist**

| S. No | | Description | Yes/No/NA | Page Number |
|--------------|------------|--|------------------|--------------------|
| 1. | Annexure-A | Tender Offer Form | | |
| 2. | Annexure-B | Price Schedule | | |
| 3. | Annexure-C | Self-Declaration (Notarized Affidavit) | | |
| 4. | Annexure-D | Details Of Bidder | | |
| 5. | Annexure-E | Details Of Manpower Exclusively Associated With This Project | | |
| 6. | Annexure-F | Performance Statement | | |
| 7. | Annexure-G | Contract Agreement Form | | |
| 8. | Annexure-H | Performance Security Form | | |
| 9. | Annexure-I | EMD | | |
| 10. | Annexure-J | COD | | |
| 11. | Annexure-K | SLA | | |
| 12. | Annexure-L | NDA | | |
| 13. | Annexure-M | Checklist | | |

Vendors are requested to arrange submitted supporting documents in the given sequence as per above checklist.

(Signature of the authorized signatory)

Name:

Designation:

Name of the Company

Date: